

1 Steven T. Lowe (State Bar No. 122208)
Aleksandra Hilvert, (State Bar No. 258463)
2 LOWE & ASSOCIATES, a Professional Corporation
8383 Wilshire Blvd. Suite 1038
3 Beverly Hills, California 90211
Telephone: (310) 477-5811
4

5 *Attorneys for Plaintiffs Arthur Lee Alfred, II and*
Ezequiel Martinez Jr.

6 JORDAN D. SEGALL (State Bar No. 281102)
Jordan.Segall@mto.com
7 MARK R. YOHALEM (State Bar No. 243596)
Mark.Yohalem@mto.com
8 ROBIN S. GRAY (State Bar No. 316544)
Robin.Gray@mto.com
9 MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue
10 Fiftieth Floor
Los Angeles, California 90071-3426
11 Telephone: (213) 683-9100
12 Facsimile: (213) 687-3702

13 *Attorneys for Defendant Walt Disney*
Pictures
14

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
17

18 ARTHUR LEE ALFRED, II et al.,
19

20 Plaintiffs,

21 v.

22 WALT DISNEY PICTURES,
23

24 Defendant,
25
26
27
28

Case No. 2:18-CV-08074-CBM(ASx)

PROTECTIVE ORDER

DISCOVERY MATTER

Judge: Hon. Consuelo Marshall
Magistrate Judge: Hon. Alka Sagar

1 1. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth in
11 Section 12.3, below, that this Stipulated Protective Order does not entitle them to
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a party
14 seeks permission from the court to file material under seal.

15 2. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, financial information,
17 commercially sensitive intellectual property, and other valuable research,
18 development, commercial, financial, technical and/or proprietary information for
19 which special protection from public disclosure and from use for any purpose other
20 than prosecution of this action is warranted. Such confidential and proprietary
21 materials and information consist of, among other things, confidential business or
22 financial information, information regarding confidential business practices,
23 commercially sensitive intellectual property related to Defendants' motion pictures,
24 and other confidential research, development, or commercial information (including
25 information implicating privacy rights of third parties), information otherwise
26 generally unavailable to the public, or which may be privileged or otherwise
27 protected from disclosure under state or federal statutes, court rules, case decisions,
28 or common law. Accordingly, to expedite the flow of information, to facilitate the

1 prompt resolution of disputes over confidentiality of discovery materials, to
 2 adequately protect information the parties are entitled to keep confidential, to ensure
 3 that the parties are permitted reasonable necessary uses of such material in
 4 preparation for and in the conduct of trial, to address their handling at the end of the
 5 litigation, and serve the ends of justice, a protective order for such information is
 6 justified in this matter. It is the intent of the parties that information will not be
 7 designated as confidential for tactical reasons and that nothing be so designated
 8 without a good faith belief that it has been maintained in a confidential, non-public
 9 manner, and there is good cause why it should not be part of the public record of this
 10 case.

11 3. DEFINITIONS

12 2.1 Action: *Alfred II, et al. v. Walt Disney Pictures* (C.D. Cal. No. 2:18-
 13 CV-08074-CBM-ASx).

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation
 15 of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 17 how it is generated, stored or maintained) or tangible things that qualify
 18 for protection under Federal Rule of Civil Procedure 26(c), and as
 19 specified above in the Good Cause Statement.

20 2.4 “CONFIDENTIAL – ATTORNEYS EYES ONLY” Information or
 21 Items: information which is especially sensitive (i.e. is worth of
 22 protection under Fed. R. Civ. P. 26(c)), and is designated
 23 “CONFIDENTIAL – ATTORNEYS EYES ONLY” based on a good-
 24 faith belief that the information or documents are either (i) protected by
 25 the attorney-client, attorney work product, or other applicable privilege
 26 related to the underlying claims asserted against the Defendant but have
 27 nonetheless been produced voluntarily, (ii) contain trade secrets or
 28 other commercially sensitive information, (iii) contain highly sensitive

1 financial information whose public disclosure would work a clearly
2 defined and very serious injury, or (iv) contain confidential,
3 proprietary, or commercially or personally sensitive information that
4 the Designating Party has treated as confidential in the ordinary course
5 of business; has not been disclosed publicly; and if disclosed to
6 the other party or to a non-party would create a substantial risk of
7 serious harm to the producing party that could not be avoided by less
8 restrictive means and that, if not disclosed to the other party (but rather
9 only to its counsel) would not prejudice that party's ability to prosecute
10 or defend against the claims alleged in this Litigation. Information or
11 items marked "CONFIDENTIAL – ATTORNEYS EYES ONLY" are
12 documents access to which is restricted to Counsel.

13 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).

15 2.6 Designating Party: a Party or Non-Party that designates information or
16 items that it produces in disclosures or in responses to discovery as
17 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS EYES
18 ONLY."

19 2.7 Disclosure or Discovery Material: all items or information, regardless
20 of the medium or manner in which it is generated, stored, or maintained
21 (including, among other things, testimony, transcripts, and tangible
22 things), that are produced or generated in disclosures or responses to
23 discovery in this matter.

24 2.8 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its
26 counsel to serve as an expert witness or as a consultant in this Action.
27
28

1 2.9 House Counsel: attorneys who are employees of a party to this Action.
 2 House Counsel does not include Outside Counsel of Record or any
 3 other outside counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association, or
 5 other legal entity not named as a Party to this action.

6 2.11 Outside Counsel of Record: attorneys who are not employees of a party
 7 to this Action but are retained to represent or advise a party to this
 8 Action and have appeared in this Action on behalf of that party or are
 9 affiliated with a law firm which has appeared on behalf of that party,
 10 and includes support staff.

11 2.12 Party: any party to this Action, including all of its officers, directors,
 12 employees, consultants, retained experts, and Outside Counsel of
 13 Record (and their support staffs).

14 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
 15 Discovery Material in this Action.

16 2.14 Professional Vendors: persons or entities that provide litigation support
 17 services (e.g., photocopying, videotaping, translating, preparing
 18 exhibits or demonstrations, and organizing, storing, or retrieving data in
 19 any form or medium) and their employees and subcontractors.

20 2.15 Protected Material: any Disclosure or Discovery Material that is
 21 designated as “CONFIDENTIAL” or “CONFIDENTIAL –
 22 ATTORNEYS EYES ONLY.”

23 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
 24 from a Producing Party.

25 4. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
 27 Protected Material (as defined above), but also (1) any information copied or
 28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.
3 However, the protections conferred by this Order do not cover the following
4 information: (a) any information that is in the public domain at the time of
5 disclosure to a Receiving Party or becomes part of the public domain after its
6 disclosure to a Receiving Party as a result of publication not involving a violation of
7 this Order, including becoming part of the public record through trial or otherwise;
8 and (b) any information known to the Receiving Party prior to the disclosure or
9 obtained by the Receiving Party after the disclosure from a source who obtained the
10 information lawfully and under no obligation of confidentiality to the Designating
11 Party. Any use of Protected Material at trial shall be governed by the orders of the
12 trial judge. This Order does not govern the use of Protected Material at trial.

13 5. DURATION

14 Even after final disposition of this litigation, the confidentiality obligations
15 imposed by this Order shall remain in effect until a Designating Party agrees
16 otherwise in writing or a court order otherwise directs. Final disposition shall be
17 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
18 or without prejudice; and (2) final judgment herein after the completion and
19 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
20 including the time limits for filing any motions or applications for extension of time
21 pursuant to applicable law.

22 6. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.
24 Each Party or Non-Party that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that
26 qualifies under the appropriate standards. The Designating Party must designate for
27 protection only those parts of material, documents, items, or oral or written
28

1 communications that qualify so that other portions of the material, documents,
2 items, or communications for which protection is not warranted are not swept
3 unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an improper
6 purpose (e.g., to unnecessarily encumber the case development process or to impose
7 unnecessary expenses and burdens on other parties) may expose the Designating
8 Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or trial
20 proceedings), that the Producing Party affix at a minimum, the legend
21 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS EYES ONLY"
22 (collectively hereinafter "CONFIDENTIAL legend"), to each page that contains
23 protected material.

24 A Party or Non-Party that makes original documents available for inspection
25 need not designate them for protection until after the inspecting Party has indicated
26 which documents it would like copied and produced. During the inspection and
27 before the designation, all of the material made available for inspection shall be
28 deemed "CONFIDENTIAL – ATTORNEYS EYES ONLY." After the inspecting

1 Party has identified the documents it wants copied and produced, the Producing
2 Party must determine which documents, or portions thereof, qualify for protection
3 under this Order. Then, before producing the specified documents, the Producing
4 Party must affix the “CONFIDENTIAL legend” to each page that contains Protected
5 Material. If only a portion or portions of the material on a page qualifies for
6 protection, the Producing Party also must clearly identify the protected portion(s)
7 (e.g., by making appropriate markings in the margins).

8 (b) for testimony given in depositions that the Designating Party identify
9 the Disclosure or Discovery Material on the record, including exhibits, before the
10 close of the deposition all protected testimony. Any designation of deposition
11 testimony that is transcribed shall indicate the pages and lines containing Protected
12 Material. If any deposition transcript or portion thereof, including exhibits, is
13 designated as Protected Material, the reporter shall place the appropriate
14 Confidentiality Legend on the original and each copy of the transcript, together with
15 a statement identifying the pages of the deposition and/or the exhibits which are
16 designated as Protected Material. The Designating Party shall inform the court
17 reporter which sections are to be marked “CONFIDENTIAL” or “CONFIDENTIAL
18 – ATTORNEYS EYES ONLY” and shall convey to the reporter the appropriate
19 Confidentiality Legend and format thereof.

20 (c) Parties shall give the other parties notice if they reasonably expect a
21 deposition, hearing or other proceeding to include Protected Material so that the
22 other parties can ensure that only authorized individuals who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those
24 proceedings. The use of a document as an exhibit at a deposition shall not in
25 any way affect its designation as Protected Material.

26 (d) for information produced in some form other than documentary and for
27 any other tangible items, that the Producing Party affix the CONFIDENTIAL legend
28 in a prominent place on the exterior of the container or containers in which the

1 information is stored. If only a portion or portions of the information warrants
 2 protection, the Producing Party, to the extent practicable, shall identify the protected
 3 portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 5 failure to designate qualified information or items does not, standing alone, waive
 6 the Designating Party's right to secure protection under this Order for such material.
 7 Upon timely correction of a designation, the Receiving Party must make reasonable
 8 efforts to assure that the material is treated in accordance with the provisions of this
 9 Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 12 designation of confidentiality at any time that is consistent with the Court's
 13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the
 15 informal dispute resolution process set forth in the Court's Procedures and
 16 Schedules. see <http://www.cacd.uscourts.gov/honorable-alka-sagar>

17 6.3 The burden of persuasion in any such challenge proceeding shall be on
 18 the Designating Party. Frivolous challenges, and those made for an improper
 19 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 20 parties) may expose the Challenging Party to sanctions. Unless the Designating
 21 Party has waived or withdrawn the confidentiality designation, all parties shall
 22 continue to afford the material in question the level of protection to which it is
 23 entitled under the Producing Party's designation until the Court rules on the
 24 challenge.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 27 disclosed or produced by another Party or by a Non-Party in connection with this
 28 Action only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under the
2 conditions described in this Order. When the Action has been terminated, a
3 Receiving Party must comply with the provisions of section 13 below (FINAL
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
13 as employees of said Outside Counsel of Record to whom it is reasonably necessary
14 to disclose the information for this Action;

15 (b) the parties to this Action including the officers, directors, and
16 employees (including House Counsel) of the Receiving Party to whom disclosure is
17 reasonably necessary for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this Action and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional
24 Vendors to whom disclosure is reasonably necessary for this Action and who have
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information;
28

1 (h) during their depositions, witnesses, and attorneys for witnesses, in the
2 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
3 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
4 will not be permitted to keep any confidential information unless they sign the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
6 agreed by the Designating Party or ordered by the court. Pages of transcribed
7 deposition testimony or exhibits to depositions that reveal Protected Material may
8 be separately bound by the court reporter and may not be disclosed to anyone except
9 as permitted under this Stipulated Protective Order; and

10 (i) any mediator or settlement officer, and their supporting personnel,
11 mutually agreed upon by any of the parties engaged in settlement discussions.

12 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS EYES ONLY”
13 Information or Items. Unless otherwise ordered by the court or permitted in writing
14 by the Designating Party, a Receiving Party may disclose any information or item
15 designated “CONFIDENTIAL – ATTORNEYS EYES ONLY” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
17 as employees of said Outside Counsel of Record to whom it is reasonably necessary
18 to disclose the information for this Action;

19 (b) House Counsel of the Receiving Party to whom disclosure is
20 reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel (under seal);

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information; and

3 (h) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
6 IN OTHER LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS EYES ONLY,” that
10 Party must:

11 (a) promptly notify in writing the Designating Party. Such notification
12 shall include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order
14 to issue in the other litigation that some or all of the material covered by the
15 subpoena or order is subject to this Protective Order. Such notification shall include
16 a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with the
20 subpoena or court order shall not produce any information designated in this action
21 as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS EYES ONLY”
22 before a determination by the court from which the subpoena or order issued, unless
23 the Party has obtained the Designating Party’s permission. The Designating Party
24 shall bear the burden and expense of seeking protection in that court of its
25 confidential material and nothing in these provisions should be construed as
26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
27 directive from another court.
28

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 9.1 The terms of this Order are applicable to information produced by a
4 Non- Party in this Action and designated as “CONFIDENTIAL” or
5 “CONFIDENTIAL – ATTORNEYS EYES ONLY.” Such information produced by
6 Non-Parties in connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

9 9.2 In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, then the Party shall:

13 (a) promptly notify in writing the Requesting Party and the Non-Party that
14 some or all of the information requested is subject to a confidentiality agreement
15 with a Non-Party;

16 (b) promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s), and a reasonably
18 specific description of the information requested; and

19 (c) make the information requested available for inspection by the Non-
20 Party, if requested.

21 9.3 If the Non-Party fails to seek a protective order from this court within
22 14 days of receiving the notice and accompanying information, the Receiving Party
23 may produce the Non-Party’s confidential information responsive to the discovery
24 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
25 not produce any information in its possession or control that is subject to the
26 confidentiality agreement with the Non-Party before a determination by the court.
27 Absent a court order to the contrary, the Non-Party shall bear the burden and
28 expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as **Exhibit A**.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. Without written permission from the
4 Designating Party or a Court order secured after appropriate notice to all interested
5 persons, a party may not file in the public record in this Litigation any Protected
6 Material. A Party that seeks to file under seal any Protected Material must comply
7 with Civil Local Rule 79-5. Protected Material may only be filed under seal
8 pursuant to a court order authorizing the sealing of the specific Protected Material at
9 issue. If a Party's request to file Protected Material under seal is denied by the court,
10 then the Receiving Party may file the information in the public record unless
11 otherwise instructed by the court.

12 13. FINAL DISPOSITION

13 After the final disposition of this Action, as defined in paragraph 4, within 60
14 days of a written request by the Designating Party, each Receiving Party must return
15 all Protected Material to the Producing Party or destroy such material. As used in
16 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
17 summaries, and any other format reproducing or capturing any of the Protected
18 Material. Whether the Protected Material is returned or destroyed, the Receiving
19 Party must submit a written certification to the Producing Party (and, if not the same
20 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
21 (by category, where appropriate) all the Protected Material that was returned or
22 destroyed and (2) affirms that the Receiving Party has not retained any copies,
23 abstracts, compilations, summaries or any other format reproducing or capturing any
24 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
25 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
26 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
27 reports, attorney work product, and consultant and expert work product, even if such
28 materials contain Protected Material. Any such archival copies that contain or

1 constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4 (DURATION).

3 14. Any violation of this Order may be punished by any and all appropriate
4 measures including, without limitation, contempt proceedings and/or monetary
5 sanctions.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7
8 DATED: September 24, 2021

LOWE & ASSOCIATES

By: /s/ Aleksandra Hilvert

Aleksandra Hilvert

*Attorneys for Plaintiffs Arthur Lee Alfred II
and Ezequiel Martinez Jr.*

12
13 DATED: September 24, 2021

MUNGER, TOLLES & OLSON LLP

By: /s/ Jordan Segall

Jordan Segall

*Attorneys for Defendant Walt Disney
Pictures*

17 In accordance with Civil Local rule 5-4.3.4(a)(2)(i), the filer attests that each
18 of the above signatories has concurred in the filing of this document.

19 DATED: September 24, 2021

By: /s/ Jordan Segall

Jordan Segall

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22 DATED September 28, 2021

23
24
25
26 / s / Sagar

27 Honorable Alka Sagar

28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on _____ in the case of Alfred II, et al. v. Walt Disney Pictures, Case No.
2:18-CV-08074-CBM-ASx.. I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or type
full name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____